

Doc. # 5251
ADOPTED 8/17/89

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
438 WARREN STREET LIMITED PARTNERSHIP

This Agreement is made as of the _____ day of August, 1989 by and between the Boston Redevelopment Authority, hereinafter called the Licenser, and the 438 Warren Street Limited Partnership hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is the vacant land located at 436 Warren Street. Access to be from Quincy Street only.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licenser. No obligation on the part of the Licenser direct or in direct is to be construed beyond this temporary license.
4. The License Fee shall be one dollar per year.
5. The Licensee shall indemnify and save harmless the Licenser from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licenser may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licenser, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licenser and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licenser shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licenser prior to taking occupancy of the License Area.

"In addition, the Licensee shall cause its general contractor to also secure personal injury and property damage insurance at the before indicated levels, and the Licensors shall be named as an additional insured in all such policies. Notwithstanding anything in this paragraph 6 to the contrary, the obligation of the Licensee to provide insurance to cover personal injury or death to more than one person in a single accident with a limit of Two Million (\$2,000,000) shall be satisfied if the Licensee's general contractor provides such coverage. The Licensee shall also furnish a certificate of insurance for the general contractor prior to taking occupancy of the License Area."

7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensors.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensors shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

By: _____
Licensee

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. The Licensee may locate a 30 cubic yard dumpster in the area described earlier in this License. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its

activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. In conjunction with a general increase in the rents in the Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the Project in the same year.
13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY				BODILY INJURY	\$	\$
☐	COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
☐	PREMISES/OPERATIONS				BI & PD COMBINED	\$	\$
☐	UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY		
☐	PRODUCTS/COMPLETED OPERATIONS						
☐	CONTRACTUAL						
☐	INDEPENDENT CONTRACTORS						
☐	BROAD FORM PROPERTY DAMAGE						
☐	PERSONAL INJURY						
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
☐	ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
☐	ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
☐	ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
☐	HIRED AUTOS						
☐	NON-OWNED AUTOS						
☐	GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
☐	UMBRELLA FORM						
☐	OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Frank B. Hall & Co. of Massachusetts, Inc.
89 Broad Street, Boston, Mass. 02110 3593
(617) 482 3100

☐ NEW ACCOUNT ☐ CARRIER CHANGE ONLY ☐ CANC. ☐ CAD ☐ P/R ☐ S/R ☐ INST.
☐ NEW ORDER ☐ DO NOT RENEW ☒ ENDORSEMENT
☐ RENEWAL ORDER ☐ REWRITE

DATE OF ORDER: 03/27/89

EFFECTIVE DATE: 03/27/89

Insured: 438 Warren Avenue, Ltd., Partnership
c/o Paul Sullivan Housing Trust
Mail Address: 434 Harrison Avenue
Zip Code: Boston, Mass. 02118

COMPANY: Scottsdale Ins.

POLICY NO: To Be Issued

POLICY PERIOD: 03/10/89 - 03/10/90

KIND OF INSURANCE C.G.L.

TRANSACTION # 31

ACCOUNT NUMBER: F 4978 C

PRODUCER/AE: 777 / 589

CONTACT: W. Spring

INSTRUCTIONS: Endorse to cover liability arising out of a construction dumpster situated on a vacant lot at 436 Warren Avenue, next door to the insured premises & owned by Boston Redevelopment Authority.

Include interest of the BRA , One City Hall Plaza, Boston, MA as additional Insured.

Frank B. Hall & Co. of Massachusetts, Inc.

BY Daniel D. Field
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE - Revised

03/23/89

PRODUCER

John McLaughlin Agency
28 Lynn Fells Parkway
Melrose, MA
02176-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

Shawmut Design & Construction
Attn: Pam Wyllie
173B Norfolk Avenue
Boston, MA 02119

COMPANY LETTER A Commercial Union
COMPANY LETTER B U.S.F. & G.
COMPANY LETTER C Aetna Casualty & Surety Co.
COMPANY LETTER D United States Fire Co.
COMPANY LETTER E

> COVERAGES <===== THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIABILITY LIMITS IN THOUSANDS		
					EACH OCC	AGGREGATE	
A	GENERAL LIABILITY ☒ COMPREHENSIVE FORM ☒ PREMISES/OPERATIONS ☒ UNDERGROUND EXPLOSION & COLLAPSE HAZARD ☒ PRODUCTS/COMPLETED OPER ☒ CONTRACTUAL ☒ INDEPENDENT CONTRACTORS ☒ BROAD FORM PROPERTY DAMAGE ☒ PERSONAL INJURY []	T.B.I.	12/04/88 / / / / / / / / / / / / / /	12/01/89 / / / / / / / / / / / / / /	BODILY INJURY		
					PROPERTY DAMAGE		
					BI & PD COMBINED	1000	1000
					PERSONAL INJURY		1000
B	AUTOMOBILE LIAB [] ANY AUTO [] ALL OWNED AUTOS(PRIV PASS) [] ALL OWNED AUTOS(OTHER THAN PRIV PASS) ☒ HIRED AUTOS ☒ NON-OWNED AUTOS [] GARAGE LIABILITY ☒ Scheduled Vehs.	XM8786650	12/01/88 / / / / / / / / / / / /	12/01/89 / / / / / / / / / / / /	BODILY INJURY (PER PERS)		
					BODILY INJURY (PER ACC)		
					PROPERTY DAMAGE		
					BI & PD COMBINED	1000	
D	EXCESS LIABILITY ☒ UMBRELLA FORM [] OTHER THAN UMBRELLA FORM	5235501168	12/04/88 / / / /	12/01/89 / / / /	BI & PD COMBINED	10000	10000
C	WORKERS' COMP AND EMPLOYERS' LIAB	JC0805175880	12/10/88 / / / /	12/01/89 / / / /	STATUTORY 500 500 500	EACH ACC DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	
	OTHER		/ / / / / /	/ / / / / /			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Operations usual to the named insured at job located at 438 Warren Street, Roxbury, MA. See attached addendum to this certificate.

> CERTIFICATE HOLDER <===== 438 Warren St. Ltd. Partnership
c/o Paul Sullivan Housing Trst
434 Harrison Avenue
Boston, MA 02118

CANCELLATION <===== SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John E. McLaughlin

ADDENDUM TO CERTIFICATE OF INSURANCE
DATED 3/23/89 FOR
SHAWMUT DESIGN & CONSTRUCTION

It is hereby understood and agreed that the Boston Redevelopment Authority, City Hall, One City Hall Plaza, Boston, MA 02201, is included as an additional insured as regards the operations of the named insured, Shawmut Design & Construction, in placing and using a trash dumpster on property owned by the Boston Redevelopment Authority at 436 Warren Street, Roxbury, MA.

The Paul Sullivan Housing Trust intends to rehabilitate the vacant building at 436 Warren Street in Roxbury, into 20 affordable single room units. To do this, they need to locate an off-street construction dumpster, and to park construction related vehicles off-street. They have requested the temporary use of the BAA-owned vacant lot at 436 Warren Street.

The vacant lot contains 11,000 square feet, is located at the front along Warren Street, and has vehicular access at the rear onto Quincy Street.

The Developer is a non-profit group, and has agreed to insure and back the rear of the property during its use, and to maintain the lot and to restore it to its present condition when the work on 436 Warren Street is finished.

It is recommended that the BAA authorize the Director to grant a temporary license to the 436 Warren Street / Quincy Street Corridor, to park a construction dumpster and construction related vehicles, on the vacant BAA property at 436 Warren Street in Roxbury, substantially in the form attached.

An appropriate VOTE follows:

MEMORANDUM

AUGUST 17, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND STEPHEN COYLE,
DIRECTOR

FROM: THOMAS O'MALLEY, ACTING ASSISTANT DIRECTOR FOR
HOUSING AND COMMUNITY DEVELOPMENT, AND ROBERT
MCGILVRAY CHIEF OF REHAB

SUBJECT: TEMPORARY LICENSE TO OCCUPY VACANT BRA PROPERTY
AT 436 WARREN STREET IN ROXBURY

The Paul Sullivan Housing Trust intends to rehabilitate the vacant building at 438 Warren Street in Roxbury, into 20 affordable Single Room Units. To do this, they need to locate an off-street construction dumpster, and to park construction related vehicles off-street. They have requested the temporary use of the BRA-owned vacant lot at 436 Warren Street.

The vacant lot contains 11,060 square feet, is fenced at the front along Warren Street, and has vehicular access at the rear onto Quincy Street.

The developer is a non-profit group, and has agreed to fence and lock the rear of the property during its use, and to maintain the lot and to restore it to its present condition when the work on 438 Warren Street is finished.

It is recommended that the BRA authorize the Director to grant a Temporary License to the 438 Warren Street Limited Partnership, to park a construction dumpster and construction related vehicles, on the vacant BRA property at 436 Warren Street in Roxbury, substantially in the form attached.

An appropriate VOTE follows:

RECEIVED

VOTED: That the Director be authorized to execute and deliver a License Agreement for temporary use for parking of a construction dumpster and construction vehicles during the rehabilitation of 438 Warren Street, to the 438 Warren Street Limited Partnership, for the property at 436 Warren Street in Roxbury. Said License or Lease is to contain the express provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond this agreement. Said or Lease shall also contain the express provision that the developer shall also obtain liability insurance naming the BRA as additional insured, and agreeing to indemnify and hold harmless the BRA from the developer's use of the premises. Said License Agreement to include the additional provision that the Authority receive primary insurance coverage.

TRINITY
FINANCIAL

Real Estate Finance
Development Planning
Project Management

August 4, 1989

RECEIVED

AUG 10 1989

BOSTON REDEVELOPMENT AUTHORITY
OFFICE OF GENERAL REHABILITATION

Mr. Robert McGilvrey
Neighborhood Housing & Development
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

Re: Request for additional access to vacant lot at 436 Warren Street

Dear Mr. McGilvrey:

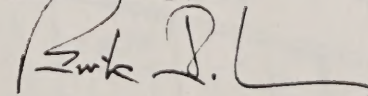
As we discussed yesterday, there have been security problems at our 438 Warren Street project. After only four days of demolition work at the site, there have already been two thefts from contractors' trucks and several thousand dollars of equipment have been stolen.

In an effort to address this serious problem, we are requesting your permission to allow contractors with equipment in their trucks to park on your vacant lot at 436 Warren Street. We would propose to place a temporary fence around the property and a lockable gate at the rear. All fencing would be removed when construction is complete and the lot would be returned to its original state. We feel that this would significantly improve the security of the contractors' equipment as the lot is fully visible from the many windows on the adjacent side of our building.

I am sure you are aware of the tight timing of this project from our earlier discussions regarding the license agreement to place a dumpster on your lot. Both your group and BRA corporate counsel were extremely responsive to our needs in that negotiation. Please do what you can to expedite this process. However, I am aware that a BRA Board vote may be necessary and understand the associated time implications.

I would like to thank you again for all your help in these matters. Hopefully, this issue can also be resolved in a timely manner to our mutual satisfaction. Please call if you have any questions or need any additional information.

Sincerely,



Erik J. Larson
Project Manager

cc: Ann Slattery, PSHT



BRA AUG 10 1989
REHAB DEPARTMENT

